



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Calvin Brow

File: B-238226

Date: January 18, 1990

DIGEST

A bidder's failure to sign a bid renders the bid nonresponsive; the lack of signature cannot be cured by the bidder's attendance at bid opening or by the bidder's arrangements for insurance and storage space which are not part of the bid.

DECISION

Calvin Brow protests the rejection of his bid as nonresponsive under invitation for bids (IFB) No. 621-06-90, issued by the Department of Veterans Affairs (VA) for drayage services. The bid was rejected because it was not signed.

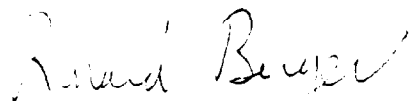
Mr. Brow asserts that his failure to sign was merely an oversight and that his intention to be bound was indicated by his presence at the bid opening. He further refers to his arrangements for leased storage space and for insurance coverage as showing his "intent to continue . . . being able" to perform.

As a general rule, a bid that is not signed before bid opening is considered nonresponsive unless it is accompanied by other documents which are signed and therefore prove the bidder's intent to be bound by the bid submitted. Canaveral Ship Repair, Inc., B-230630, May 20, 1988, 88-1 CPD ¶ 486; Ingel Ellefson, B-212786, Sept 2, 1983, 83-2 CPD ¶ 303. Here, Brow's bid apparently was not accompanied by any signed document. Moreover, the appearance at bid opening of a bidder or representative of the bidder is not a substitute

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for a valid signature. Canaveral Ship Repair, Inc., supra.
Finally, Mr. Brow's arrangements for leased space and insurance were not a part of his bid and therefore cannot be considered as evidencing his intent to be bound.

The protest is dismissed.

A handwritten signature in cursive script, appearing to read "Ronald Berger".

Ronald Berger
Associate General Counsel